

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LABORERS' PENSION FUND and)	
LABORERS' WELFARE FUND OF THE)	
HEALTH AND WELFARE DEPARTMENT)	
OF THE CONSTRUCTION AND GENERAL)	
LABORERS' DISTRICT COUNCIL OF)	
CHICAGO AND VICINITY, and JAMES S.)	
JORGENSEN, Administrator of the Funds,)	
)	
Plaintiffs,)	Case No.: 14 cv 4165
v.)	
)	
AMERI ENVIRONMENTAL, INC., an)	
Illinois corporation,)	
)	
Defendant.)	

COMPLAINT

Plaintiffs, Laborers' Pension Fund and Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity (collectively "Funds") and James S. Jorgensen (hereinafter "Jorgensen"), Administrator of the Funds, by their attorneys Patrick T. Wallace, Jerrod Olszewski, Christina Krivanek, Amy N. Carollo, John Hamada, and Elizabeth Haley Douglass, and for their Complaint against Defendant Ameri Environmental, Inc., state:

COUNT I

(Failure To Pay Benefit Contributions Revealed as Delinquent Pursuant to an Audit)

1. Jurisdiction is based on Sections 502(e)(1) and (2) and 515 of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. §§1132 (e)(1) and (2) and 1145, Section 301(a) of the Labor Management Relations Act ("LMRA") of 1947 as amended, 29 U.S.C. §185(a), 28 U.S.C. §1331, and federal common law.

2. Venue is proper pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), and 28 U.S.C. §1391 (a) and (b).

3. The Funds are multiemployer benefit plans within the meanings of Sections 3(3) and 3(37) of ERISA. 29 U.S.C. §1002(3) and 37(A). They are established and maintained pursuant to their respective Agreements and Declarations of Trust in accordance with Section 302(c)(5) of the LMRA. 29 U.S.C. § 186(c)(5). The Funds have offices and conduct business within this District.

4. Plaintiff James S. Jorgensen (“Jorgensen”) is the Administrator of the Funds, and has been duly authorized by the Funds’ Trustees to act on behalf of the Funds in the collection of employer contributions owed to the Funds and to the Construction and General District Council of Chicago and Vicinity Training Fund, and with respect to the collection by the Funds of amounts which have been or are required to be withheld from the wages of employees in payment of Union dues for transmittal to the Construction and General Laborers’ District Council of Chicago and Vicinity (the “Union”). With respect to such matters, Jorgensen is a fiduciary of the Funds within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. §1002(21)(A).

5. Defendant Ameri Environmental, Inc., (hereinafter “Company”), does business within this District and was at all times relevant herein an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. §1002(5), and Section 301(a) of the LMRA, 29 U.S.C. §185(c).

6. The Union is a labor organization within the meaning of 29 U.S.C. §185(a). The Union and the Company have been parties to successive collective bargaining agreements, the most recent of which became effective June 1, 2010 (“Agreement”). (A copy of the Company’s

Assignment of Collective Bargaining Rights executed by the Company which adopts and incorporates a Master Agreement between the Union and the Underground Contractors Association, and also binds the Company to the Funds' respective Agreements and Declarations of Trust, is attached hereto as Exhibit A.)

7. The Funds have been duly authorized by the Construction and General Laborers' District Council of Chicago and Vicinity Training Fund (the "Training Fund"), the Midwest Construction Industry Advancement Fund ("MCI AF"), the Chicagoland Construction Safety Council (the "Safety Fund"), the Laborers' Employers' Cooperation and Education Trust ("LECET"), the Midwest Construction Industry Advancement Fund (the "MCI AF"), the CDCNI/CAWCC Contractors' Industry Advancement Fund (the "Wall & Ceiling Fund"), the CISCO Uniform Drug/Alcohol Abuse Program ("CISCO"), the Laborers' District Council Labor Management Committee Cooperative ("LCDMC"), the CARCO Industry Advancement Fund ("CARCO"), the Illinois Environmental Contractors' Association ("IECA"), and the Chicago Area Independent Construction Association ("CAICA") to act as an agent in the collection of contributions due to those funds.

8. The Agreement and the Funds' respective Agreements and Declarations of Trust obligate the Company to make contributions on behalf of its employees covered by the Agreement, and to submit monthly remittance reports in which the Company, *inter alia*, identifies the employees covered under the Agreements and the amount of contributions to be remitted to the Funds on behalf of each covered employee. Pursuant to the terms of the Agreement, and the Funds' respective Agreements and Declarations of Trust, contributions

which are not submitted in a timely fashion are assessed 20 percent liquidated damages plus interest.

9. The Agreement and the Funds' respective Agreements and Declarations of Trust require the Company to submit its books and records to the Funds on demand for an audit to determine benefit contribution compliance.

10. The Agreement requires the Company to obtain and maintain a surety bond to guaranty the payment of future wages, pension and welfare benefits.

11. An audit of Company's books and records for the time period of April 26, 2013 through October 31, 2013 revealed that Company performed covered work during the audit period, but that notwithstanding the obligations imposed by the Agreement, and the Funds' respective Agreements and Declarations of Trust, Company has:

- (a) failed to report and pay contributions in the amount of \$6,102.92 owed to Plaintiff Laborers' Pension Fund for the audit period of April 26, 2013 through October 31, 2013, thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;
- (b) failed to report and pay contributions in the amount of \$8,587.08 owed to Plaintiff Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the period of April 26, 2013 through October 31, 2013, thereby depriving the Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and

beneficiaries;

- (c) failed to report and pay contributions in the amount of \$323.00 owed to Laborers' Training Fund for the period of April 26, 2013 through October 31, 2013, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the training fund benefits of the participants and beneficiaries;
- (d) failed to report and pay contributions in the amount of \$77.52 owed to Laborers' District Council Labor Management Committee Cooperative ("LDCLMCC") for the audit period of April 26, 2013 through October 31, 2013, thereby depriving the LDCLMCC of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries;
- (e) failed to report and pay contributions in the amount of \$77.52 owed to IECA fund for the audit of April 26, 2013 through October 31, 2013, thereby depriving the IECA of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries; and
- (f) failed to report and pay contributions in the amount of \$45.22 owed to Laborers' Employers' Cooperation and Education Trust ("LECET") for the audit of April 26, 2013 through October 31, 2013, thereby depriving the LECET of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries.

A true and accurate copy of the audit is attached hereto as Exhibit B, along with the revised audit and revised audit summary sheet detailing the removal of 36 hours per agreement by the parties.

True and accurate copies of the revised audit and revised audit summary sheet are attached hereto as C and D respectively.

12. Under the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, Company owes liquidated damages plus interest on all unpaid contributions revealed by the audit for the period of April 26, 2013 through October 31, 2013.

13. Under the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, Company is liable for the costs of any audit which reveals unpaid contributions. Accordingly, Company owed the Funds \$600.00 in audit costs for the audit for the period of April 26, 2013 through October 31, 2013. See Exhibit B.

14. Company's actions in failing to submit payment upon the audit to which it submitted its books and records violate Section 515 of ERISA, 29 U.S.C. §1145.

15. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, the terms of the Agreement and the Funds' respective Trust Agreements, Company is liable to the Funds for unpaid contributions, as well as interest and liquidated damages on the unpaid contributions, audit costs, and reasonable attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant Ameri Environmental, Inc.:

a. entering judgment in sum certain in favor of the Funds and against Company on the amounts due and owing pursuant to the audit for the period of April 26, 2013 through October 31, 2013, including contributions, interest, liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs; and

b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

COUNT II

(Failure to Pay Union Dues Revealed as Delinquent Pursuant to an Audit)

16. Plaintiffs reallege paragraphs 1 through 15 of Count I as though fully set forth herein.

17. Pursuant to agreement, the Funds have been duly designated to serve as collection agents for the Union in that the Funds have been given the authority to collect from employers union dues which have been or should have been deducted from the wages of covered employees.

18. Notwithstanding the obligations imposed by the Agreement, Company performed covered work during the audit period of April 26, 2013 through October 31, 2013, and Company failed to withhold and/or submit payment of \$768.34 in union dues that were or should have been withheld from the wages of employees for the period of April 26, 2013 through October 31, 2013, thereby depriving the Union of information and income. See Exhibit C.

19. Pursuant to the Agreement, Company owes liquidated damages on all late or unpaid dues as revealed by the audit for the period of April 26, 2013 through October 31, 2013, plus audit costs, and reasonable attorneys' fees and costs as the Union's collection agent, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant Ameri Environmental, Inc.:

a. entering judgment in sum certain in favor of the Funds and against Company on the

amounts due and owing pursuant to the audit for the period of April 26, 2013 through October 31, 2013, including dues, liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs; and

b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

June 5, 2014

Laborers' Pension Fund, et al.

By: /s/ Jerrod Olszewski

Jerrod Olszewski
Laborers' Pension and Welfare Funds
Office of Fund Counsel
111 W. Jackson, Suite 1415
Chicago, IL 60604
(312) 692-1540



CONSTRUCTION & GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

999 MCCLINTOCK DRIVE • SUITE 300 • BURR RIDGE, IL 60527 • PHONE: 630/655-8289 • FAX: 630/655-8853

INDEPENDENT CONSTRUCTION INDUSTRY COLLECTIVE BARGAINING AGREEMENT

It is hereby stipulated and agreed by and between AMCERES ENVIRONMENTAL, INC. ("Employer") and the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America ("Union"), representing and encompassing its affiliated Local Unions, including Local Nos. 1, 2, 4, 5, 8, 25, 75, 76, 96, 118, 149, 152, 225, 269, 288, 582, 631, 1001, 1035, 1092, together with any other Local Unions that may come within its jurisdiction ("Local Unions"), and encompassing the geographic areas of Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone counties, Illinois, that:

1. Recognition. In response to the Union's request for recognition as the majority or Section 9(a) representative of the unit employees, the Employer recognizes the Union as the sole and exclusive collective bargaining representative under Section 9(a) of the NLRRA, as amended, for the employees now and hereinafter employed under the terms of this Agreement with respect to wages, hours and other terms and conditions of employment. This recognition is based on the Union's having shown, or having offered to show, evidence of its majority support. The Employer has not assigned its rights for purposes of collective bargaining with the Union to any person, entity or association, and hereby revokes its prior assignment of bargaining rights, if any. The Employer further voluntarily elects not to assign such bargaining rights to any person, entity or association during the term of this Agreement or any extension hereof, without written approval from the Union. The Employer shall abide by this Agreement, and all extensions hereof, provided that it employs at least one Laborer at any time during the term of this Agreement or the term of any extension hereof.

2. Labor Contract. The Employer affirms and adopts the applicable Collective Bargaining Agreement(s), as designated by the Union, between the Union and the Builders Association, the Chicago Area Independent Construction Association, the Chicago Area Flat Contractors Association, the Chicago Area Scaffolding Association, the Chicago Demolition Contractors' Association, the Concrete Contractors Association of Greater Chicago, the Contractors Association of Will and Grundy Counties, the Fox Valley Associated General Contractors, the Midwest Wall and Ceiling Contractors, the Illinois Environmental Contractors Association, the Illinois Road and Transportation Builders Association, the Illinois Small Firms Association, the Lake County Contractors Association, the Mason Contractors Association of Greater Chicago, the Underground Contractors Association, and all other employer associations with whom the Union or its affiliated Local Unions have an agreement. If the applicable Collective Bargaining Agreement(s) expire during the term of this Agreement, any limitation on the right to strike shall also expire until a successor labor agreement has been established, which shall be incorporated retroactively herein. This Agreement supersedes all contrary terms in the applicable Collective Bargaining Agreement(s).

3. Total economic increase. The Employer shall pay its employees a total economic increase of \$1.75 per hour effective June 1, 2010; \$1.80 per hour effective June 1, 2011; and \$1.85 per hour effective June 1, 2012, said amounts to be allocated between wages, fringe benefits and other funds by the Union in its sole discretion. Effective June 1, 2010, the minimum wage rate shall be \$35.20 per hour.

4. Checkoff Deductions and Remittances. The Employer shall deduct from the wages of employees uniform initiation fees, assessments, membership dues, and working dues in such amounts as the Union shall from time to time establish, and shall remit monthly to the designated Union office the sums so deducted, together with an accurate list showing the employees from whom dues were deducted, the employees' individual hours, gross wages and deducted dues amounts for the monthly period, not later than the tenth (10th) day of the month following the month for which said deductions were made. If the Employer fails to timely remit any amounts to the Union or its affiliated fringe benefit funds that are required under this Agreement, it shall be obligated to the Union for all costs of collection, including attorney fees.

The Employer shall further deduct an amount designated by the Union for each hour that an employee receives wages under the terms of this Agreement on the basis of individually signed voluntary authorized deduction forms and shall pay over the amount so deducted to the Laborers' Political League ("LPL") or to a designated appointee, not later than the 10th day of the month next following the month for which such deductions were made. LPL remittances shall include a report of the hours worked by each Laborer for whom deductions are made. Remittances shall be made by a separate check payable to the Laborers' Political League. The Employer shall be paid a processing fee each month from the total amount to be transmitted to the LPL to be calculated at the Illinois Department of Revenue standard.

5. Work Jurisdiction. This Agreement covers all work within the applicable Collective Bargaining Agreements and all work within the Union's trade and geographic jurisdiction as set forth in the Union's Statement of Jurisdiction, as amended from time to time, which are incorporated by reference into this Agreement. The Employer shall assign all work described therein to its Union-represented Laborer employees and acknowledges the appropriateness of such assignment. Neither the Employer nor its work assignments as required under this Agreement shall be stipulated or otherwise subject to adjustment by any jurisdictional disputes board or mechanism except upon written notice by and direction of the Union.

6. Subcontracting. The Employer, whether acting as a contractor, general manager or developer, shall not contract or subcontract any covered work to be done at the site of construction, alteration, painting or repair of a building, structure or other work to any person, corporation or entity not signatory to and covered by a collective bargaining agreement with the Union. This obligation applies to all tiers of subcontractors performing work at the site of construction. The Employer shall further assume the obligations of all tiers of its subcontractors for prompt payment of employees' wages and other benefits required under this Agreement, including reasonable attorneys' fees incurred in enforcing the provisions hereof.

7. Fringe Benefits. The Employer agrees to pay the amounts that it is bound to pay under said Collective Bargaining Agreements to the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund (including Laborers' Excess Benefit Funds), the Fox Valley Benefit Funds, the Construction and General Laborers' District Council of Chicago and Vicinity Apprentice and Training Trust Fund, the Chicago Area Laborers-Employers Cooperation Education Trust, the LDCIL/MCC, and to all other designated Union-affiliated benefit and labor-management funds (the "Funds"), and to become bound by and be considered a party to the agreements and declarations of trust creating the Funds as if it had signed the original copies of the trust instruments and amendments thereto. The Employer further agrees that all prior contributions paid to the Welfare, Pension, Training and other Funds were made by duly authorized agents of the Employer at all proper rates, and evidence the Employer's intent to be bound by the trust agreements and Collective Bargaining Agreements in effect when the contributions were made, acknowledging the report form to be a sufficient instrument in writing to bind the Employer to the applicable collective bargaining agreements.

8. Contract Enforcement. All grievances filed by either party arising hereunder shall, at the Union's discretion, be submitted to the Chicago District Council Grievance Committee for final and binding disposition in lieu of another grievance committee, provided that deadlocked grievances shall be submitted to final and binding arbitration upon timely demand. Should the Employer fail to comply within ten (10) days with any binding grievance award, whether by grievance committee or arbitration, it shall be liable for all costs and legal fees incurred by the Union to enforce the award. Notwithstanding anything to the contrary, nothing herein shall limit the Union's right to strike or withdraw its members because of non-payment of wages and/or fringe benefit contributions, failure by the Employer to timely remit dues to the Union, or non-compliance with a binding grievance award. The Employer's violation of any provision of this paragraph will give the Union the right to take any other legal and economic action, including but not limited to all remedies at law or equity, it is expressly understood and agreed that the Union's right to take economic action is in addition to, and not in lieu of, its rights under the grievance procedures. Where necessary to correct contract violations, or where no acceptable steward is currently employed, the Union may appoint and place a steward from outside the workforce at all job sites.

9. Successors. In the event of any change in the ownership, management or operation of the Employer's business or substantially all of its assets, by sale or otherwise, it is agreed that as a condition of such sale or transfer that the new owner or manager, whether corporate or individual, shall be fully bound by the terms and conditions of this Agreement. The Employer shall provide no less than ten (10) days' prior written notice to the Union of the sale or transfer and shall be obligated for all expenses incurred by the Union to enforce the terms of this paragraph.

10. Termination. This Agreement shall remain in full force and effect from June 1, 2010 (unless dated differently below) through May 31, 2013, and shall continue thereafter unless there has been given written notice, by certified mail by either party hereto, received no less than sixty (60) nor more than ninety (90) days prior to the expiration date, of the desire to modify or amend this Agreement through negotiations. In the absence of such timely and proper notice the Employer and the Union agree to be bound by the new applicable association agreement(s), incorporating them into this Agreement and extending this Agreement for the life of the newly negotiated agreements, and thereafter for the duration of successive agreements, unless and until timely notice of termination is given not less than sixty (60) nor more than ninety (90) days prior to the expiration of each successive Collective Bargaining Agreement.

11. Execution. The signatory below warrants his or her receipt of the applicable Collective Bargaining Agreement(s) and authorization from the Employer to execute this Agreement, without fraud or duress, and with full knowledge of the obligations and undertakings contained herein. The parties acknowledge and accept facsimile signatures on this Agreement as if they were the original signatures.

Dated: April 26, 2013

ACCEPTED:

Laborers' Local Union No. 5

By: Frank Wilk
CONSTRUCTION AND GENERAL LABORERS'
DISTRICT COUNCIL OF CHICAGO AND VICINITY

By: John P. Connolly
John P. Connolly, Business Manager

By: Charles I. Verde
Charles I. Verde, Secretary-Treasurer

For Office Use Only: IECA*

Effective June 1, 2010

WHITE - LOCAL UNION • CANARY - TRUST FUND • PINK - DISTRICT COUNCIL • GOLD - EMPLOYER

By: AMCERES ENVIRONMENTAL, INC.
(Employer)

FEIN No.:

By: Debra Dams, President
(Print Name and Title)

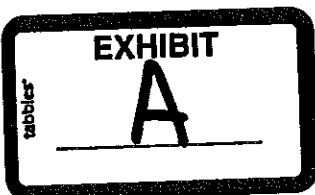
Debra Dams
(Signature)

17430 CHAPPELL AVE
(Address)

LANSING, IL 60438
(City, State and Zip Code)

(708) 474-8601 / (708) 474-8602
(Telephone/Facsimile)

RECEIVED
APR 29 2013



RICHARD J. WOLF AND COMPANY, INC.

Post Office Box 591
Palos Park, Illinois 60464
(708) 923-0909
Fax (708) 923-0910

February 4, 2014



Board of Trustees of the Various
Fringe Benefit Funds of the
Laborers Pension & Welfare Funds

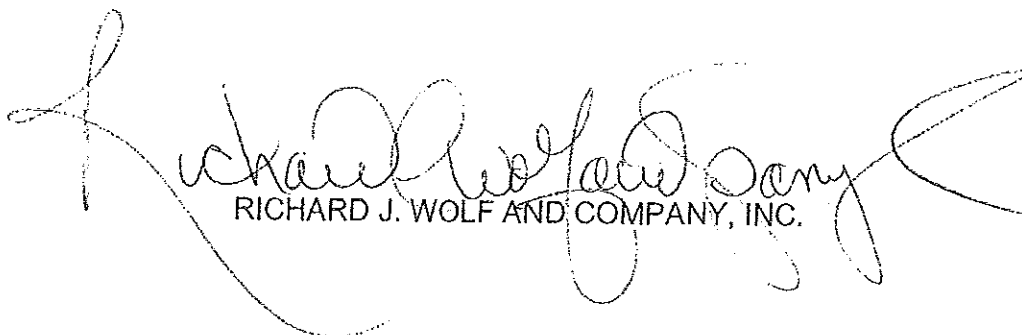
RE: Ameri Environmental Inc. (35349)

We have performed a fringe benefit contribution compliance audit of Ameri Environmental Inc., for the period from April 26, 2013 through October 31, 2013. The audit encompassed the comparison of individual earnings records to certain payroll tax and fund reports and a review of the general disbursement records.

The comparison and review indicate that the employer has not complied with its fringe benefit contribution requirements and owes the following amounts:

<u>FUND</u>	<u>AMOUNT</u>
WELFARE	\$ 8,587.08
PENSION	6,102.92
TRAINING	323.00
IECA	81.84
LECET	47.74
LMDC	81.84
DUES	811.75
TOTAL	<u>\$16,036.17</u>

In addition, the employer could not provide proof of a current wage and fringe benefit bond.


RICHARD J. WOLF AND COMPANY, INC.



2/4/2014
MPC

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YEAR: 6/12 to 5/13

LABORERS DISTRICT COUNCIL OF CHICAGO - IECA ASSOCIATION
AMERI ENVIRONMENTAL, INC. # 35349

ADDITIONAL HOURS and/or WORK DUES 6/12 - 5/13

S. S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
TASSONE, KEN	#	Hours	-	-	-	-	-	-	-	-	-	-	-	80.00	80.00
XXXXXXXXXX		Gross \$	-	-	-	-	-	-	-	-	-	-	-	2,896.00	\$2,896.00
VELEZ, MAURICIO	#	Hours	-	-	-	-	-	-	-	-	-	-	-	14.00	14.00
XXXXXXXXXX		Gross \$	-	-	-	-	-	-	-	-	-	-	-	438.40	\$ 438.40

TOTAL HOURS

TOTAL GROSS \$

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	94.00	94.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,334.40	\$ 3,334.40

Amount Due To Funds:
WELFARE
PENSION
TRAINING
IECA
LECET
LMDC
DUES
TOTAL

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
WELFARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,201.32	\$1,201.32
PENSION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 847.88	\$ 847.88
TRAINING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47.00	\$ 47.00
IECA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.28	\$ 11.28
LECET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.58	\$ 6.58
LMDC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.28	\$ 11.28
DUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108.37	\$ 108.37
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,233.71	\$2,233.71

Rate:	6/1/12	to	5/31/13
WELFARE	12.78	LECET	0.07
PENSION	9.02	LMDC	0.12
TRAINING	0.50	DUES	3.25%
IECA	0.12		

2/4/2014
WFO

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YEAR: 6/13 to 5/14

LABORERS DISTRICT COUNCIL OF CHICAGO - IECA ASSOCIATION
AMERI ENVIRONMENTAL, INC. # 35349

ADDITIONAL HOURS and/or WORK DUES 6/13 - 5/14

S. S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
ASCENCIO, JUAN	#	Hours	32.00	-	-	-	40.00	-	-	-	-	-	-	-	72.00
XXXXXXXXXX		Gross \$	1,158.40	-	-	-	1,484.00	-	-	-	-	-	-	-	\$ 2,642.40
BASARA, MIECZYSCAW	#	Hours	-	-	-	-	20.00	-	-	-	-	-	-	-	20.00
XXXXXXXXXX		Gross \$	-	-	-	-	670.00	-	-	-	-	-	-	-	\$ 670.00
BRZEZINSKI, HENRYK	#	Hours	-	-	-	-	20.00	-	-	-	-	-	-	-	20.00
XXXXXXXXXX		Gross \$	-	-	-	-	670.20	-	-	-	-	-	-	-	\$ 670.20
TASSONE, KEN	#	Hours	120.00	40.00	80.00	80.00	120.00	-	-	-	-	-	-	-	440.00
XXXXXXXXXX		Gross \$	4,452.00	1,484.00	2,968.00	2,968.00	4,452.00	-	-	-	-	-	-	-	\$ 16,324.00

TOTAL HOURS

TOTAL GROSS \$

152.00	40.00	80.00	80.00	200.00	-	-	-	-	-	-	-	-	-	-	552.00
\$ 5,610.40	\$ 1,484.00	\$ 2,968.00	\$ 2,968.00	\$ 7,276.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,306.60

Amount Due To Funds:

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
WELFARE	\$ 2,033.76	\$ 535.20	\$ 1,070.40	\$ 1,070.40	\$ 2,576.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,385.76
PENSION	\$ 1,447.04	\$ 380.80	\$ 761.60	\$ 761.60	\$ 1,904.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,255.04
TRAINING	\$ 76.00	\$ 20.00	\$ 40.00	\$ 40.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 276.00
IECA	\$ 18.24	\$ 4.80	\$ 9.60	\$ 9.60	\$ 24.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66.24
LECET	\$ 10.64	\$ 2.80	\$ 5.60	\$ 5.60	\$ 14.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38.64
LMDC	\$ 18.24	\$ 4.80	\$ 9.60	\$ 9.60	\$ 24.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66.24
DUES	\$ 182.34	\$ 48.23	\$ 96.46	\$ 96.46	\$ 236.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 659.97
TOTAL	\$ 3,786.26	\$ 995.63	\$ 1,993.26	\$ 1,993.26	\$ 4,978.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,747.89

Rate:	6/1/13	to	5/31/14
WELFARE	13.38		0.07
PENSION	9.52		0.12
TRAINING	0.50		3.25%
IECA	0.12		

2/4/2014
1403

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YEAR: 6/13 to 5/14

LABORERS DISTRICT COUNCIL OF CHICAGO - IECA ASSOCIATION
AMERI ENVIRONMENTAL, INC. # 35249

ADDITIONAL HOURS - IECA - LECET - LMDC and/or WORK DUES 6/13 - 5/14

S. S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
MARTINEZ, RENE		Hours	-	36.00	-	-	-	-	-	-	-	-	-	-	36.00
XXXXXXXXXX		Gross \$	-	1,335.60	-	-	-	-	-	-	-	-	-	-	\$1,335.60

TOTAL HOURS

TOTAL GROSS \$

-	36.00	-	-	-	-	-	-	-	-	-	-	-	-	-	36.00
\$ -	\$ 1,335.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,335.60

Amount Due To Funds:

IECA
LECET
LMDC
DUES
TOTAL

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
\$ -	\$ 4.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.32
\$ -	\$ 2.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.52
\$ -	\$ 4.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.32
\$ -	\$ 43.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43.41
\$ -	\$ 54.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54.57

Rate:	6/1/13	to	5/31/14
WELFARE			0.07
PENSION			0.12
TRAINING			3.25%
IECA	0.12		

2/4/2014
MPO

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LABORERS DISTRICT COUNCIL OF CHICAGO -- *IECA ASSOCIATION

AMERI ENVIRONMENTAL, INC. # 35349

RICHARD J. WOLF AND COMPANY, INC.

SUMMARY REPORT TOTAL

	<u>ADDITIONAL</u>	<u>UNREPORTED</u>	<u>TOTAL</u>
WELFARE	\$ 8,587.08	\$ -	\$ 8,587.08
PENSION	\$ 6,102.92	\$ -	\$ 6,102.92
TRAINING	\$ 323.00	\$ -	\$ 323.00
IECA	\$ 81.84	\$ -	\$ 81.84
LECET	\$ 47.74	\$ -	\$ 47.74
LMDC	\$ 81.84	\$ -	\$ 81.84
DUES	\$ 811.75	\$ -	\$ 811.75
TOTAL	<u>\$ 16,036.17</u>	<u>\$ -</u>	<u>\$ 16,036.17</u>

2/4/2014
MPO

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LABORERS DISTRICT COUNCIL OF CHICAGO -- *IECA ASSOCIATION

AMERI ENVIRONMENTAL, INC. # 35349

RICHARD J. WOLF AND COMPANY, INC.

** GRAND TOTAL **

WELFARE	\$ 8,587.08
PENSION	\$ 6,102.92
TRAINING	\$ 323.00
IECA	\$ 81.84
LECET	\$ 47.74
LMDC	\$ 81.84
DUES	\$ 811.75
TOTAL	<u>\$ 16,036.17</u>

Richard J. Wolf and Company, Inc.
Payroll Audit Information Sheet

I, DESNA DAVIS, declare and state as follows:

I am an Officer and Shareholder of AMERI ENVIRONMENTAL, INC.

17930 CHAPPEL AVE, LANSING IL 60438

(hereinafter, the "Company") and I am duly authorized to make the representations and enter into the agreements set forth herein on behalf of the Company.

Company Name: AMERI ENVIRONMENTAL INC.

Entity Type: CORPORATION

Business Activity: INTERIOR DEMO, ASBESTOS & LEAD ABATEMENT

<u>Ownership-Principals</u>	<u>Title</u>	<u>%</u>
<u>DESNA DAVIS</u>	<u>PRESIDENT</u>	<u>100%</u>

Banking Facilities Used and Account Number: _____

[REDACTED] - [REDACTED]

Do any of the Company's Owners shareholders or officers have a shareholder or officer position in another company or entity? Yes ☐ No ☒

If Yes, List Names of Other Companies or entities: _____

Has the company employed any subcontractors owned or operated by any Officer, Shareholder or family members of the Company's Officers and/or Shareholders? Yes ____ No X

If yes, List Names of the subcontractors and the related Owners/Operators:

Has the Company subcontracted work covered by the Laborers' collective bargaining agreement to any subcontractors that are not signatory with the Chicago Laborers' Union? Yes ____ No X

If Yes, List Names of the subcontractors:

I, the undersigned, certify under penalty of perjury that the foregoing is true and correct.

DEBRA DAVIS, as Officer and Shareholder of
AMERI ENVIRONMENTAL, INC.

Dated: 1-22-14

Date File Received

Auditor's Name

DAN COAKLEY

Date Audit Performed

Date Audit Submitted

February 4, 2014

RICHARD J. WOLF AND COMPANY, INC.
Audit Fact Sheet and Contract Compliance
Audit Work Program

- A. EMPLOYER NAME: AMERI ENVIRONMENTAL INC.
 ADDRESS: 17930 CHAPPEL AVE
 CITY / STATE: LANSING, IL.
 ZIP CODE: 60438
 PHONE #: 708-474-8801
 TAXPAYER I.D. #: [REDACTED]
- B. Contacts Name: AUSTIN HOLTZ Title: OFFICE
 Person Fund is to Contact: Title:
- C. Organization Type: Sole Proprietor
 Partnership
☒ Corporation
- D. Ownership Principals Name: Title:
 1 DESMA DAVIS 100 % PRESIDENT
 2 %
 3 %
 4 %
- E. Gross Annual Dollar Volume \$
- F. Does Employer have interests in other related operations? Yes ☐ No ☒
 If yes, describe
- G. Is employer a member of any Trade Organization/Association? Yes ☐ No ☒
 If yes, list names of same
- H. Briefly describe employer's office and/or yard space: OFFICE/SHOP
 Estimated Value of Same
- I. Audit Site (if different from employer's address)
- J. Audit Period: 4/26/13-10/31/13
 (if different from Letter of Introduction, explain why?)
- K. The general condition of the accounting records were: GOOD
- L. Accounting records reviewed (please list): QUICK BOOKS WEEKLY PAYROLL, UC-3S,
 FUND REPORTS, FUND REPORTS, BANK STATEMENTS AND CHECKS

RICHARD J. WOLF AND COMPANY, INC.
Audit Fact Sheet and Contract Compliance
Audit Work Program

Page 2 of 7

M. All required accounting records were available with the exception of NONE

N. Were any extraordinary auditing expenses incurred while performing this audit?
Yes _____ No X If yes Please Explain _____

O. State findings and briefly describe the nature of the delinquency, if any

<u>Fund</u>	<u>Amount</u>	<u>Reason</u>
CHICAGO LABORERS	646 ADDITIONAL HOURS	
	36 DUES AND SMALL FUNDS	

P. Additional Comments THE AVERAGE NUMBER OF EMPLOYEES IS 20. THE CURRENT NUMBER IS 12. THERE WERE CLERICAL ERRORS IN 2013. KEN TASSONE WAS WORKING 40 HOURS AND WAS ONLY BEING REPORTED FOR 20 A WEEK. RENE MARTINEZ WAS SHORT FOR DUES PURPOSES.

Q. Bank Accounts [REDACTED]

R. Type of Company (general, sub, pipeline, etc.) _____

S. Current "Certified Payroll Projects" as follows:

<u>Job Name</u>	<u>Location</u>	<u>Audit Status</u>	<u>Contract #</u>

RICHARD J. WOLF AND COMPANY, INC.

Post Office Box 591
Palos Park, Illinois 60464
(708) 923-0909
Fax (708) 923-0910



February 4, 2014

Board of Trustees of the Various
Fringe Benefit Funds of the
Laborers Pension & Welfare Funds

RE: Ameri Environmental Inc. (35349)

Amount due for services rendered and expenses incurred in connection with the
fringe benefit contribution compliance audit of Ameri Environmental Inc., for the
period from April 26, 2013 through October 31, 2013.

Audit Cost	<u>\$600.00</u>
------------	-----------------

A large, stylized handwritten signature in cursive script, appearing to read "Richard J. Wolf".

RICHARD J. WOLF AND COMPANY, INC.

RICHARD J. WOLF AND COMPANY, INC.

Post Office Box 591
Palos Park, Illinois 60464
(708) 923-0909
Fax (708) 923-0910

February 4, 2014



Board of Trustees of the Various
Fringe Benefit Funds of the
Laborers Pension & Welfare Funds

RE: Ameri Environmental Inc. (35349)

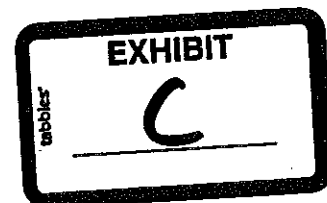
We have performed a fringe benefit contribution compliance audit of Ameri Environmental Inc., for the period from April 26, 2013 through October 31, 2013. The audit encompassed the comparison of individual earnings records to certain payroll tax and fund reports and a review of the general disbursement records.

The comparison and review indicate that the employer has not complied with its fringe benefit contribution requirements and owes the following amounts:

<u>FUND</u>	<u>AMOUNT</u>
WELFARE	\$ 8,587.08
PENSION	6,102.92
TRAINING	323.00
IECA	81.84
LECET	47.74
LMDC	81.84
DUES	811.75
<u>TOTAL</u>	<u>\$16,036.17</u>

In addition, the employer could not provide proof of a current wage and fringe benefit bond.


RICHARD J. WOLF AND COMPANY, INC.



2/4/2014

Page 1 of 5

YEAR: 6/12 to 5/13

ADDITIONAL HOURS and/or WORK DUES 6/12 - 5/13

LABORERS DISTRICT COUNCIL OF CHICAGO - IECA ASSOCIATION
AMERI ENVIRONMENTAL, INC. # 35349

S.S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
TASSONE, KEN	#	Hours	-	-	-	-	-	-	-	-	-	-	-	80.00	80.00
		Gross \$	-	-	-	-	-	-	-	-	-	-	-	2,896.00	\$2,896.00
VELEZ MAURICIO	#	Hours	-	-	-	-	-	-	-	-	-	-	-	14.00	14.00
		Gross \$	-	-	-	-	-	-	-	-	-	-	-	-	-
		Gross \$	-	-	-	-	-	-	-	-	-	-	-	438.40	\$ 438.40

TOTAL HOURS

TOTAL GROSS \$

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	94.00	94.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,334.40	\$3,334.40

Amount Due To Funds:
WELFARE
PENSION
TRAINING
IECA
LECET
LMDC
DUES
TOTAL

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,201.32	\$1,201.32
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 847.88	\$ 847.88
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47.00	\$ 47.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.28	\$ 11.28
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.58	\$ 6.58
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.28	\$ 11.28
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108.37	\$ 108.37
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,233.71	\$2,233.71

From:	6/1/12	to	5/31/13
WELFARE	12.78	LECET	0.07
PENSION	9.02	LMDC	0.12
TRAINING	0.50	DUES	3.25%
IECA	0.12		

2/4/2014

Page 2 of 5

YEAR: 6/13 to 5/14

LABORERS DISTRICT COUNCIL OF CHICAGO - IECA ASSOCIATION
AMERI ENVIRONMENTAL, INC. # 35349
ADDITIONAL HOURS and/or WORK DUES 6/13 - 5/14

S.S.#	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
ASCENCIO, JUAN	#	Hours	32.00	-	-	-	40.00	-	-	-	-	-	-	-	72.00
		Gross \$	1,158.40	-	-	-	1,484.00	-	-	-	-	-	-	-	\$ 2,642.40
BASARA, MIECZYSCAW	#	Hours	-	-	-	-	20.00	-	-	-	-	-	-	-	20.00
		Gross \$	-	-	-	-	670.00	-	-	-	-	-	-	-	\$ 670.00
BRZEZINSKI, HENRYK	#	Hours	-	-	-	-	20.00	-	-	-	-	-	-	-	20.00
		Gross \$	-	-	-	-	670.20	-	-	-	-	-	-	-	\$ 670.20
TASSONE, KEN	#	Hours	120.00	40.00	80.00	80.00	120.00	-	-	-	-	-	-	-	460.00
		Gross \$	4,452.00	1,484.00	2,968.00	2,968.00	4,452.00	-	-	-	-	-	-	-	\$ 16,324.00

TOTAL HOURS

TOTAL GROSS \$

152.00	40.00	80.00	80.00	200.00	-	-	-	-	-	-	-	-	-	-	552.00
\$5,610.40	\$1,484.00	\$2,968.00	\$2,968.00	\$7,276.20	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$20,306.60

Amount Due To Funds:
WELFARE
PENSION
TRAINING
IECA
LECT
LMDC
DUES
TOTAL

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
	\$ 2,033.76	\$ 535.20	\$ 1,070.40	\$ 1,070.40	\$ 2,676.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ 7,285.76
	\$ 1,447.04	\$ 380.80	\$ 761.60	\$ 761.60	\$ 1,904.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ 5,255.04
	\$ 76.00	\$ 20.00	\$ 40.00	\$ 40.00	\$ 100.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ 276.00
	\$ 18.24	\$ 4.80	\$ 9.60	\$ 9.60	\$ 24.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ 66.24
	\$ 10.64	\$ 2.80	\$ 5.60	\$ 5.60	\$ 14.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ 36.64
	\$ 18.24	\$ 4.80	\$ 9.60	\$ 9.60	\$ 24.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ 66.24
	\$ 182.24	\$ 48.23	\$ 96.45	\$ 96.45	\$ 236.48	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ 659.97
	\$ 2,178.26	\$ 596.63	\$ 1,193.26	\$ 1,193.26	\$ 4,978.48	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$ 13,747.89

Rate:	6/1/13	to	5/31/14
WELFARE	13.38	LECT	0.07
PENSION	9.32	LMDC	0.12
TRAINING	0.50	DUES	3.25%
IECA	0.12		

2/4/2014
Page 3 of 5LABORERS DISTRICT COUNCIL OF CHICAGO - IECA ASSOCIATION
AMERI ENVIRONMENTAL, INC. # 35349

YEAR: 6/13 to 5/14

ADDITIONAL HOURS - IECA - LECET - LMDC and/or WORK DUES 6/13 - 5/14

S. S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
MARTINEZ, RENE	#	Hours		36.00											36.00
	Gross \$			1,335.60											\$1,335.60

TOTAL HOURS

TOTAL GROSS \$

	36.00														36.00
\$	\$1,335.60														\$1,335.60

Amount Due To Funds:

IECA
LECET
LMDC
DUES
TOTAL

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
\$	\$	4.32	\$										4.32
\$	\$	2.52	\$										2.52
\$	\$	4.32	\$										4.32
\$	\$	43.41	\$										43.41
\$	\$	54.57	\$										54.57

Funds:	6/1/13	to	5/31/14
WELFARE			0.07
PENSION			0.12
TRAINING			3.25%
IECA	0.12		

*Pat. Under Maurice Valle by mistake
Dues fund has covered it*

2/4/2014
MPO

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LABORERS DISTRICT COUNCIL OF CHICAGO -- *IECA ASSOCIATION

AMERI ENVIRONMENTAL, INC. # 35349

RICHARD J. WOLF AND COMPANY, INC.

SUMMARY REPORT TOTAL

	<u>ADDITIONAL</u>	<u>UNREPORTED</u>	<u>TOTAL</u>
WELFARE	\$ 8,587.08	-	\$ 8,587.08
PENSION	\$ 6,102.92	-	\$ 6,102.92
TRAINING	\$ 323.00	-	\$ 323.00
IECA	\$ 81.84	-	\$ 81.84
LECET	\$ 47.74	-	\$ 47.74
LMDC	\$ 81.84	-	\$ 81.84
DUES	\$ 811.75	-	\$ 811.75
TOTAL	<u>\$ 16,036.17</u>	<u>-</u>	<u>\$ 16,036.17</u>

Wolfe

2/4/2014
MPO

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LABORERS DISTRICT COUNCIL OF CHICAGO -- *IECA ASSOCIATION
AMERI ENVIRONMENTAL, INC. # 35349

RICHARD J. WOLF AND COMPANY, INC.

** GRAND TOTAL **

WELFARE	\$	8,587.08
PENSION	\$	6,102.92
TRAINING	\$	323.00
IECA	\$	81.84
LECET	\$	47.74
LMDC	\$	81.84
DUES	\$	81.75
TOTAL	\$	<u>16,036.17</u>

Reviewed

Richard J. Wolf and Company, Inc.
Payroll Audit Information Sheet

I, DESMIA DAVIS, declare and state as follows:

I am an Officer and Shareholder of AMERI ENVIRONMENTAL, INC.

17930 CHAPPEL AVE, LANSING IL 60438

(hereinafter, the "Company") and I am duly authorized to make the representations and enter into the agreements set forth herein on behalf of the Company.

Company Name: AMERI ENVIRONMENTAL INC.

Entity Type: CORPORATION

Business Activity: INTERIOR DEMO, ASBESTOS & LEAD ABATEMENT

Ownership-Principals	Title	%
<u>DESMIA DAVIS</u>	<u>PRESIDENT</u>	<u>100%</u>

Banking Facilities Used and Account Number: _____

[REDACTED] - [REDACTED]

Do any of the Company's Owners shareholders or officers have a shareholder or officer position in another company or entity? Yes ___ No X

If Yes, List Names of Other Companies or entities: _____

Has the company employed any subcontractors owned or operated by any Officer, Shareholder or family members of the Company's Officers and/or Shareholders? Yes ___ No X

If yes, List Names of the subcontractors and the related Owners/Operators:

Has the Company subcontracted work covered by the Laborers' collective bargaining agreement to any subcontractors that are not signatory with the Chicago Laborers' Union? Yes ___ No X

If Yes, List Names of the subcontractors:

I, the undersigned, certify under penalty of perjury that the foregoing is true and correct.

DESMOND DAVIS, as Officer and Shareholder of
AMERI ENVIRONMENTAL, INC.

Dated: 1-22-14

Date File Received

Date Audit Performed

Auditor's Name

DAN COAKLEY

Date Audit Submitted

February 4, 2014

RICHARD J. WOLF AND COMPANY, INC.
Audit Fact Sheet and Contract Compliance
Audit Work Program

A. EMPLOYER NAME: AMERI ENVIRONMENTAL INC.
 ADDRESS: 17930 CHAPPEL AVE
 CITY / STATE: LANSING, IL.
 ZIP CODE: 60438
 PHONE #: 708-474-8801
 TAXPAYER I.D. #: [REDACTED]

B. Contacts Name: AUSTIN HOLTZ Title: OFFICE
 Person Fund is to Contact: Title:

C. Organization Type
☐ Sole Proprietor
☐ Partnership
☒ Corporation

D. Ownership Principals Name Title
 1 DESMA DAVIS 100 % PRESIDENT
 2 %
 3 %
 4 %

E. Gross Annual Dollar Volume \$

F. Does Employer have interests in other related operations? Yes ☐ No ☒
 If yes, describe

G. Is employer a member of any Trade Organization/Association? Yes ☐ No ☒
 If yes, list names of same

H. Briefly describe employer's office and/or yard space? OFFICE/SHOP
 Estimated Value of Same

I. Audit Site (if different from employer's address)

J. Audit Period 4/26/13-10/31/13
 (if different from Letter of Introduction, explain why?)

K. The general condition of the accounting records were: GOOD

L. Accounting records reviewed (please list) QUICK BOOKS WEEKLY PAYROLL, UC-3S,
 FUND REPORTS, FUND REPORTS, BANK STATEMENTS AND CHECKS

RICHARD J. WOLF AND COMPANY, INC.
Audit Fact Sheet and Contract Compliance
Audit Work Program

Page 2 of 7

M. All required accounting records were available with the exception of NONE

N. Were any extraordinary auditing expenses incurred while performing this audit?
Yes _____ No X If yes Please Explain _____

O. State findings and briefly describe the nature of the delinquency, if any

<u>Fund</u>	<u>Amount</u>	<u>Reason</u>
CHICAGO LABORERS	646 ADDITIONAL HOURS	
	36 DUES AND SMALL FUNDS	

P. Additional Comments THE AVERAGE NUMBER OF EMPLOYEES IS 20. THE CURRENT NUMBER IS 12. THERE WERE CLERICAL ERRORS IN 2013. KEN TASSONE WAS WORKING 40 HOURS AND WAS ONLY BEING REPORTED FOR 20 A WEEK. RENE MARTINEZ WAS SHORT FOR DUES PURPOSES.

Q. Bank Accounts [REDACTED]

R. Type of Company (general, sub, pipeline, etc.) _____

S. Current "Certified Payroll Projects" as follows:

<u>Job Name</u>	<u>Location</u>	<u>Audit Status</u>	<u>Contract #</u>

RICHARD J. WOLF AND COMPANY, INC.

Post Office Box 591
Palos Park, Illinois 60464
(708) 923-0909
Fax (708) 923-0910



February 4, 2014

Board of Trustees of the Various
Fringe Benefit Funds of the
Laborers Pension & Welfare Funds

RE: Ameri Environmental Inc. (35349)

Amount due for services rendered and expenses incurred in connection with the
fringe benefit contribution compliance audit of Ameri Environmental Inc., for the
period from April 26, 2013 through October 31, 2013.

Audit Cost \$600.00



RICHARD J. WOLF AND COMPANY, INC.

